

**IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.**

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.



Dated: April 12, 2011

T I F F A N Y & B O S C O
P.A.

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 2:10-bk-11456-RJH

Donko Properties, LLC

Chapter 11

Debtor.

U.S. Bank, National Association

**ORDER REGARDING
PLAN TREATMENT AND TO VALUE THE
FIRST LIEN ENCUMBERING REAL
PROPERTY LOCATED AT
405 WEST 4TH STREET
ELOY, AZ 85231**

Movant,

vs.

Donko Properties, LLC, Debtor; , Trustee.

Respondents.

IT IS HEREBY ORDERED by and between the parties herein, through counsel undersigned,

and Debtor in Possession (hereinafter "Debtor"), that the property generally described as 405 West

4th Street , Eloy, AZ 85231 and legally described as:

LOT 3, BLOCK 3, OF JOE LOUIS HEIGHTS NO. 3, ACCORDING TO THE PLAT
OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL
COUNTY, ARIZONA, RECORDED IN OOK 6 OF MAPS, PAGE 46.

1 (“Subject Property herein”), shall be treated as follows:

2 Movant shall be deemed to have an allowed secured claim in the amount of \$14,900 pursuant
3 to 11 U.S.C. Section 506 and the Debtor’s Plan of Reorganization (“Plan”). Movant’s allowed
4 secured claim shall be repaid through the Plan with interest fixed at 5.25% per annum and the term of
5 the repayment shall be repaid over 30 years.

6 All other terms and conditions of the original Note and Mortgage, except as otherwise
7 modified by this Order and Plan, shall remain in full force and effect.

8 This Order shall be incorporated into the Debtor’s confirmed Chapter 11 Plan, and the Order
9 may not be altered in any way by any subsequent amendment or modification to the Plan without
10 express written consent of the Movant.

11 The Debtor hereby waives objections to Movant’s claim in regard to the Property as modified
12 by this Order for all purposes besides accounting for the respective claims.

13 The agreements contained in this Order shall be binding for purposes of the treatment of the
14 Property in the Debtor’s confirmed Chapter 11 Plan, unless otherwise ordered to in writing.

15 In the event this case is converted to a Chapter 7 or dismissed, this Order shall be deemed
16 void and unenforceable.

17 Movant withdrew its objection to the Plan and was deemed to vote to accept the Plan.

18
19 SO ORDERED.